

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAHAN CHIROPRACTIC CENTER, :
Plaintiff, :
v. :
CIVIL ACTION
NO. 02-CV-4390

AETNA U.S. HEALTHCARE, :
Defendant. :
.

**CERTIFICATION OF AETNA U.S. HEALTHCARE REGARDING
LOCAL RULE 53.2 (COMPULSORY ARBITRATION)**

Defendant Aetna U.S. Healthcare (“AUSHC”) hereby states that the above-captioned case should not be subject to the compulsory arbitration rules pursuant to Local Rule 53.2. Pursuant to Local Rule 53.2, compulsory arbitration is for “civil cases . . . wherein **money damages only** are being sought in an amount not in excess of \$150,000.00 exclusive of interest and costs.” *Id.* (emphasis added). The claims in this case are governed exclusively by the Employee Retirement Income Security Act, 29 U.S.C. §1001 *et seq.* (“ERISA”), which allows equitable relief only, and does not allow money damages. *See Corcoran v. United Healthcare, Inc.*, 965 F.2d 1321, 1335 (5th Cir.), *cert. denied*, 506 U.S. 1033 (1992); *Hein v. F.D.I.C.*, 88 F.3d 210, 224 (3d Cir. 1996) (finding that ERISA provides for “equitable relief” that “does not include monetary damages, but rather refers to remedies traditionally viewed as equitable, such as injunction or restitution.””)

OF COUNSEL:
ELLIOTT REIHNER SIEDZIKOWSKI
& EGAN, P.C.

Respectfully submitted,

/s/ Frederick P. Santarelli
JOHN M. ELLIOTT
FREDERICK P. SANTARELLI
KATHRYN M. SCHILLING
925 Harvest Drive, Suite 300
Blue Bell, PA 19422
(215) 977-1000

Counsel for Defendant
Aetna U.S. Healthcare

Dated: July 12, 2002

CERTIFICATE OF SERVICE

The undersigned certifies that on this date a copy of the foregoing is being served upon the following persons and in the manner indicated below:

Via First Class Mail

Randolph C. Smith, Esq.
1819 JFK Blvd., Suite 400
Philadelphia, PA 19103
(215) 568-3885

Attorney for Plaintiff

/s/ Frederick P. Santarelli
FREDERICK P. SANTARELLI

DATED: July 12, 2002